

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 4	
2. Amendment/Modification No.  P00001		3. Effective Date  2007JUN08		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-AHPB DAVID S. JOLEY (586)753-2463 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: JE EMAIL: DAVID.JOLEY@US.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA CHICAGO, SOUTH BEND TEAM 221 WEST WAYNE ST - SUITE 200 SOUTH BEND IN 46601-2103  SCD A PAS NONE ADP PT HQ0337		Code S1704A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  HOOSIER INDUSTRIAL SUPPLY, INC. 1223 CHICAGO AVE. GOSHEN, IN 46528-1923  TYPE BUSINESS: Other Small Business Performing in U.S.				<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		9A. Amendment Of Solicitation No.  9B. Dated (See Item 11)  10A. Modification Of Contract/Order No. W56HZV-06-C-0674 10B. Dated (See Item 13) 2006SEP18	
Code 0RCD8		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: T							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input checked="" type="checkbox"/> D. Other (Specify type of modification and authority) Complete Termination For Convenience (Requires Code U Definit.)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) DARYL F. WITTE DARYL.F.WITTE@US.ARMY.MIL (586)574-7196			
15B. Contractor/Offeror  (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed  2007JUN08	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-06-C-0674 <b>MOD/AMD</b> P00001	<b>Page</b> 2 of 4
<b>Name of Offeror or Contractor:</b> HOOSIER INDUSTRIAL SUPPLY, INC.		

SECTION A - SUPPLEMENTAL INFORMATION

MODIFICATION P00001

1. Effective date of Termination. This confirm's the termination of your contract Number W56HZV-06-C-0674 (hereinafter referred to as "the contract") for the convenience of the Government, in accordance with the clause thereof entitled, "Termination for the Convenience of the Government". Such termination is effective on the date and in the manner stated in the modification.

2. Cessation of Work and Notification to your Immediate Subcontractors.

(a) You shall stop all work, make no further shipment, and place no further orders in connection with the contract, except (1) to the extent necessary to perform any portion thereof not terminated by this Notice, or (2) to the extent that you may wish to retain and continue any work in process or other materials for your own account, or (3) to the extent the Contracting Officer authorizes you to continue work-in-process for reasons of safety, or to clear (or avoid damage to) equipment or to avoid immediate complete spoilage of work-in-process having a definite commercial value, or otherwise to prevent undue loss to the Government. (If you believe the authorization referred to in (3) above is necessary or advisable, you shall immediately notify the Contracting Officer by telephone or personal conference and obtain instructions.) You shall keep adequate records of your compliance with this paragraph 2(a) showing (i) the date you received your Notice of Termination, (ii) the effective date of such termination, and (iii) the extent of completion of performance on such effective date.

(b) You shall give notice of termination to each of your immediate subcontractors (including suppliers) who will be affected by the termination of your Contract. In such notice you shall (1) give him the number of your contract with the Government, (2) state that it has been terminated (or terminated in part, if that is the case) for the convenience of the Government, (3) instruct him to stop all work, to make no further shipments, to place no more orders, and to terminate all subcontracts under this contract with you (subject to the same exceptions stated in paragraph 2(a)), (4) direct him to submit his settlement proposal promptly in order to expedite settlement, and (5) request him to give similar notice and instructions to his immediate subcontractors.

(c) You shall notify the Contracting Officer of any pending legal proceedings which relate to any subcontracts under the terminated contract or which have resulted in or which are intended to result in a lien or encumbrance on any termination inventory other than termination inventory you propose and are authorized to purchase, retain, or dispose of. (The Contracting Officer shall also be promptly notified of any such proceedings brought after receipt of this Notice.)

(d) You shall take such other action as may be required by the Contracting Officer or under the termination clause contained in your contract.

3. Termination Inventory.

(a) You shall forthwith transfer title to and deliver to the Government, in accordance with any instructions of the Contracting Officer, all items of termination inventory (including subcontractor termination inventory which under the terms of the subcontract or purchase order concerned you have the right to take over) of the following types or classes: None.

(b) In connection with settlement of your claim, it will be necessary to establish that all your termination inventory and that of your subcontractors has been properly accounted for. For detailed information, see FAR, Part 45.

4. Completed End Items. You shall notify the Contracting Officer of the number of articles completed under the contract and still on hand, and arrange with him for their delivery or other disposal. Subject to FAR 49.205 you will invoice acceptable completed end items under the contract in the usual way and not include them in your settlement proposal.

5. Patents. Your attention is called to any provisions of the contract which may require you to make a disclosure of, and to deliver to the Government instruments of license or assignment respecting all inventions, discoveries, and patent applications made by you in the performance of the contract. You are urged to forward such disclosures and instruments of license or assignment to the Contracting Officer promptly, inasmuch as these contractual obligations must be complied with before execution of the final settlement agreement. This paragraph may be disregarded if the contract contains no such patent provisions.

6. Settlements With Subcontractors. You remain liable to your subcontractors and suppliers for claims arising by reason of the termination of their subcontracts or orders. You are requested to settle such termination claims as promptly as possible. For purposes of reimbursement by the Government, settlements will be governed by the provisions of Part 49.

7. Employees Affected.

(a) If this termination, together with all other outstanding terminations, will necessitate a significant reduction in your work force, as described in (b) below, you are urged to (1) promptly inform the local State Employment Service of your reduction-in-force schedule in numbers and occupations, so that they can take timely action in assisting displaced workers; (2) give affected employees maximum practical advance notice of the employment reduction; and inform them of the facilities and services available to

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-06-C-0674 <b>MOD/AMD</b> P00001	<b>Page</b> 3 <b>of</b> 4
---------------------------	---	---------------------------

**Name of Offeror or Contractor:** HOOSIER INDUSTRIAL SUPPLY, INC.

them through the local State Employment Services Offices; (3) advise affected employees to file applications with State Employment Service in order to qualify for unemployment insurance, if necessary; (4) inform officials of local unions having agreements with you of the impending reduction-in-force; and (5) inform local Chamber of Commerce and other appropriate organizations which are prepared to offer practical assistance in finding employment for displaced workers, of the impending reduction-in-force.

(b) Normally, a reduction of 200 or more workers during any one month of the period of the reduction-in-force will be considered significant. However, a reduction of a lesser number of workers in any one month, or in several successive months, also may have a serious adverse impact in a small community affected by other layoffs.

(c) To the extent appropriate and practicable, you are requested to urge subcontractors, if any, to take actions similar to those described above.

8. The contract administration office named in your contract will furnish you the name of the Contracting Officer who will be in charge of the settlement of this termination, and who will, upon request, provide you with the necessary settlement forms. Matters not covered by this Notice should be brought to the attention of the undersigned.

9. Please acknowledge receipt of the Notice as provided below.

\_\_\_\_\_  
Contracting Officer

Acknowledgement of Notice

The undersigned hereby acknowledges receipt of a signed copy of the foregoing Notice on \_\_\_\_\_. Two copies of this Notice, both signed, are herewith returned.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

\_\_\_\_\_  
Title

\*\*\* END OF NARRATIVE A0004 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-C-0674 MOD/AMD P00001	Page 4 of 4
--------------------	--	-------------

Name of Offeror or Contractor: HOOSIER INDUSTRIAL SUPPLY, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 2510-01-462-3315 FSCM: 19207 PART NR: 57K2984 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u>  CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: MODIFICATION KIT,VE PRON: EH6Y1365EH    PRON AMD: 02    ACRN: AA AMS CD: 070011  <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ORDER CD ROM TOP DRAWING NR: 57K2984 DATE: 21-FEB-2006  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIRMENTS CLAUSE IN SECTION D UNIT PACK: 1 LEVEL PRESERVATION: Military LEVEL PACKING: B  <u>Inspection and Acceptance</u> INSPECTION: Origin    ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                      SUPPL <u>REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD</u> 001    DELETED		EA	\$ 842.00000	\$ 207,974.00
0002AA	<u>DELETED</u>				